

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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TUDOR INSURANCE COMPANY,

Plaintiff,

v.

FIRST ADVANTAGE LITIGATION  
CONSULTING, LLC,

Defendant.

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FIRST ADVANTAGE LITIGATION  
CONSULTING, LLC,

Counterclaimant and Cross-  
Complainant,

v.

AMERICAN INTERNATIONAL  
SPECIALTY LINES INSURANCE  
COMPANY, FEDERAL INSURANCE  
COMPANY, TUDOR INSURANCE  
COMPANY, and ZURICH AMERICAN  
INSURANCE COMPANY,

Counterclaim Defendants.

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Civil Action No.: 1:11-cv-03567 (LAK)

Hon. Lewis A. Kaplan, U.S.D.J.

*Civil Action*

**ANSWER TO CROSS-CLAIM OF  
FEDERAL INSURANCE COMPANY ON  
BEHALF OF COUNTERCLAIM  
DEFENDANT, ZURICH AMERICAN  
INSURANCE COMPANY**

*Document Filed Electronically*

Counterclaim Defendant, Zurich American Insurance Company (“ZAIC”), as and for its  
Answer to the Cross-Claim of Counterclaim Defendant, Federal Insurance Company (“Federal”),  
alleges and says as follows:

**AS TO THE CROSS-CLAIM FOR DECLARATORY JUDGMENT**

99. Upon information and belief, admitted.

100. ZAIC admits that Federal has denied any obligation to defend and indemnify First Advantage for the Underlying Action. However, ZAIC does not admit that Federal's position is correct.

101. Paragraph 101 does not set forth factual allegations and instead is a statement of the relief that Federal seeks, and therefore no answer is required.

**AFFIRMATIVE DEFENSES**

ZAIC, as and for its Affirmative Defenses to Federal's Cross-Claim, incorporates by reference its Affirmative Defenses to First Advantage's Counterclaim.

**WHEREFORE**, ZAIC respectfully requests that the Court:

1. Dismiss Federal's Cross-Claim with prejudice;
2. Declare that ZAIC has no further duty to defend First Advantage in the Underlying Action;
3. Declare that ZAIC has no duty to indemnify First Advantage for any judgment, settlement, or damages with respect to the Underlying Action; and
4. Award ZAIC its attorneys' fees and costs incurred in this action and such other relief as the Court deems just and proper.

By: /s/ Kevin T. Coughlin  
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Dated: September 6, 2011